

CAUSE NO. 2011-10315-14

HODGSON VENTURES, LTD.,  
*Plaintiff,*

v.

B & B ELECTRICAL, INC. d/b/a  
B&B ELECTRICAL AND  
KWI, LLC d/b/a KWI KINGWIRE  
LLC a/k/a KINGWIRE,  
*Defendants.*

IN THE DISTRICT COURT

DENTON COUNTY, TEXAS

JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, Hodgson Ventures, LTD., and files this its Original Petition complaining of Defendants, B & B Electrical, Inc. d/b/a B&B Electrical and KWI, LLC d/b/a KWI Kingwire LLC a/k/a Kingwire and in support thereof would show as follows:

A. Discovery-Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

B. Parties

2. Plaintiff, Hodgson Ventures, LTD. ("Plaintiff"), is a domestic limited partnership doing business in Denton County, Texas.

3. Defendant, B & B Electrical, Inc. d/b/a B&B Electrical ("B&B"), a foreign corporation organized and existing under the laws of the State of Michigan, whose president is Richard P. Linnell and whose home-office address is 2737 Browning Drive, Lake Orion, Oakland County, State of Michigan, 48360, may be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Travis County, Austin, Texas 78701, as its agent for service because Defendant has not designated or maintained a resident agent for service of

FILED  
DENTON COUNTY, TEXAS  
2011 MAY 12 AM 9:50  
TERESA ADELSTEIN  
DISTRICT CLERK  
DEPUTY

EXHIBIT

C-1

process in Texas as required by statute and further Defendant engages in business in Texas and this suit arose from Defendant's business in Texas.

4. Defendant, KWI, LLC d/b/a KWI Kingwire LLC, a/k/a Kingwire ("Kingwire"), a foreign limited liability company organized and existing under the laws of the State of Illinois, whose principal office is located at Number One Cable Place, North Chicago, Lake County, State of Illinois 60064, is authorized to do business in Texas and may be served with process by serving its registered agent for service of process Corporation Service Company dba CSC - Lawyers Incorporating Service Company, 211 E. 7<sup>th</sup> Street, Suite 620, Travis County, Austin, Texas 78701.

C. Jurisdiction and Venue

5. The Court has jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

6. Venue is proper in Denton County under Texas Civil Practice & Remedies Code section 15.002 because all or a substantial part of the events or omissions occurred in Denton County.

D. Facts

7. On or about May 15, 2008, Plaintiff entered into a contract to purchase wire from Defendants B&B and Kingwire ("Defendants"). Plaintiff was constructing an RV park ("Park") and needed electrical wire to run to its 206 RV spaces. The wire sold was for direct burial and was to be used to provide electricity to Plaintiff's RV customers in the Park. Per the contract Plaintiff sent payment of \$30,000.00 directly to Defendant Kingwire and the balance of \$7,404.00 to Defendant B&B. Attached as Exhibit A is a copy of the contract which is incorporated by reference.

8. Defendant B&B advised Plaintiff of the type of electrical wire needed for its RV Plaintiff's Original Petition

Park. Defendant B&B has been in the business of providing for the electrical needs of RV parks throughout the United States for over 35 years.

9. Plaintiff relied on Defendant B&B's representations, knowledge of the business and experience and purchased the wire. Plaintiff received the wire; had it installed and once the construction was completed Plaintiff began leasing its RV spaces to customers. After some time and after several electrical outages, Plaintiff realized that whenever there was a heavy rain, within a day or so, some of its RV customers would be without electricity. Plaintiff investigated the problems and each time the wire had blown out. With each loss of electricity, Plaintiff had to locate the problem in the line, dig up the wire and splice the wire in order to correct the electricity outage. This problem has continued and Plaintiff has encountered more than fifty blow outs with Defendants' wire.

E. Violation of the Texas Deceptive Trade Practices-Consumer Protection Act

10. Plaintiff incorporates the previous paragraphs herein by reference.

11. Plaintiff is a consumer under the DTPA because Plaintiff is a partnership who acquired goods by purchase.

12. Defendants B&B and Kingwire violated the following provisions of the DTPA:

- (1) §17.50(a)(1): the use or employment of a false, misleading, or deceptive acts or practices that Plaintiff relied upon detrimentally as defined in §17.46(b)(5), §17.46(b)(7), §17.46(b)(12), §17.46(b)(20), §17.46(b)(24) of the DTPA;
- (2) §17.50(a)(2): breach of express warranty, as defined in §2.313 of the Tex Bus and Com Code;
- (3) §17.50(a)(2): breach of the implied warranty of merchantability as

defined in §2.314 of the Tex Bus and Com Code;

(4) §17.50(a)(3): and unconscionable action or course of action as defined by §17.45(5).

13. Plaintiff further contends that Defendants' violations of the DTPA were committed knowingly and intentionally as those terms are defined in §17.45(9) and §17.45(13) of the DTPA. Defendants' wrongful conduct was a producing cause of Plaintiff's injury, which resulted in the damages listed below.

F. Breach of Contract

14. Plaintiff incorporates the previous paragraphs herein by reference.

15. As described above Defendants' conduct constitutes a breach of contract. Plaintiff fully performed Plaintiff's contractual obligations. Defendants breached their contract and the breach was material. Plaintiff relied on Defendants' skill, knowledge, recommendation and experience to select the proper wire. Defendants failed to provide suitable wire. This conduct was a producing and/or proximate cause of actual damages to Plaintiff.

G. Breach of Implied Warranty of Fitness

16. Plaintiff incorporates the previous paragraphs herein by reference.

17. In addition to the other cause of actions Defendants breached the implied warranty of fitness. Defendants knew Plaintiff was buying the electrical wire for direct burial to use in its RV Park and that Plaintiff was relying on Defendants' skill, knowledge, recommendation and experience to select the goods fit for that purpose. The goods were unfit for their purpose, which was a breach of the implied warranty of fitness for a particular purpose. Defendants' breach of warranty directly and proximately caused injury to Plaintiff.

H. Breach of Express Warranties

18. Plaintiff incorporates the previous paragraphs herein by reference.
19. In addition to the other causes of action, Defendant B&B breached the express warranty for goods. Defendant B&B made a representation to Plaintiff about the type, characteristics and quality of the wire required for its RV Park. Defendant B&B's representation was part of the basis of the bargain. The wire did not comply with Defendant B&B's representation, which is a breach of Defendant's express warranty. Defendant's breach of the warranty directly and proximately caused injury to Plaintiff, which resulted in the damages listed below.

I. Notice of Breach

20. Plaintiff gave Defendants notice as required by Texas Business & Commerce Code section 17.505(a). Attached as Exhibit B is a copy of the notice letter sent to Defendants, which is incorporated by reference.

J. Damages

21. Plaintiff incorporates the previous paragraphs herein by reference.
22. As a result of Defendants' conduct, Plaintiff seeks unliquidated damages within the jurisdictional limits of this court. Such damages include, but are not limited to: (1) diminished value of the RV Park; (2) loss of use; (3) loss of rents; (4) out of pocket expenses; (5) cost of repair; (6) loss of use during repairs, (7) and cost of replacement of the wire in RV park.
23. Because the conduct of Defendants was done knowingly and intentionally, Plaintiff is entitled to additional damages for a knowing and-/or intentional violation of the DTPA pursuant to §17.50(b)(1), in and appropriate amount to be determined by the jury.

K. Conditions Precedent

24. All notices and other conditions precedent to Plaintiff's right to recover herein have been performed or have occurred.

L. Attorneys Fees

25. Plaintiff incorporates the previous paragraphs herein by reference.

26. Plaintiff is entitled to recover reasonable and necessary attorneys fees under Texas Business & Commerce Code section 17.50(d) and in the alternative section 38 of the Texas Civil Practice & Remedies Code.

M. Prayer

27. For these reasons, Plaintiff asks that the court issue citation for Defendants to appear and answer, and that Plaintiff be awarded a judgment against Defendants for the following:

- a. Actual damages.
- b. Exemplary damages.
- c. Prejudgment and post-judgment interest.
- d. Court cost.
- e. Attorney fees.
- f. All other relief to which Plaintiff is entitled.

Respectfully submitted,



Rhonda M. Ryemon  
Texas Bar No. 17492300

15400 Knoll Trail, Suite 101, LB 25  
Dallas, Texas 75248  
(972) 661-1821, ext 301 Telephone  
(972) 661-8936 Facsimile  
Attorney for Plaintiff

B&B ELECTRICAL  
2737 Browning Drive  
Lake Orion, MI 48360  
(248) 391-3800 Fax (248) 391-0207  
E-mail: sales@bbelec.com

Invoice

DATE	INVOICE #
5/15/08	15074

BILL TO
---------

Hodgson Ventures  
1893 FM 1385  
Aubrey, TX 76227

SHIP TO
---------

Shady Creek RV Park and Storage  
1893 FM 1385  
Aubrey, TX 76227

P.O. NUMBER	TERMS	REP	SHIP DATE	SHIP VIA	F.O.B.	PROJECT			
Curtis Hodg...	Due on receipt	RPL	5/15/08	Conway		Wire 5-12-08			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT			
1	Wire	7,000 Ft - Wire - McPherson 4/0-4/0-4/0-2 Quadplex URD, USE Aluminum			16,800.00	16,800.00			
1	Wire	6,000 Ft - Wire - Rust 250-250-250-3/0 URD, USE Aluminum			20,604.00	20,604.00			
	Dwnpymt	Downpayment on order - Paid directly to Supplier (Kingwire) ck #2595 Out-of-state sale, exempt from sales tax			-30,000.00	-30,000.00			
Thank you for your business.					0.00%	0.00			
					<b>Total</b>	<b>\$7,404.00</b>			

A Finance Charge of 1-1/2% per month will be added to all accounts not paid in full on or before the due date. The Finance Charge is equivalent to an annual percentage rate of 18%.



Ma 20 08 10:33

Shady Creek RV Park

9723475384

P.2



2500 Commonwealth • North Chicago, IL 60064  
 847-688-1100 • Fax: 847-688-0244  
[www.kingwire.com](http://www.kingwire.com)

## Packing Slip

Order #	394164	Page	1
Ticket #	140635	Date	05/12/2008
Cart #	N21498	Slammer	A01/A22
Weight	16,822	Pieces	13

Bill To: B & B ELECTRICAL  
 ACCOUNTS PAYABLE  
 2737 BROWNING DRIVE  
 LAKE ORION MI 48360

Ship To: SHADY CREEK RV PARK  
 1893 FM 1385  
 AUBREY TX 76227

Shipping  
 Instructions

Ship Via CONWAY		P.O.B. / Freight Terms PREPAID	Terms 1-10 DAYS NET 30		Customer P/O Number 11255	
Line#	Oty Ordered DDM	Item Number / Description	Site	Oty Shipped	Oty Pack Ord.	
1	7,000 FT	A4/0-04URD51 A/0-3+2/1 URD ALU MC PHILSON <input checked="" type="checkbox"/> Reels: 00238213 1,000 <input checked="" type="checkbox"/> Reels: 00238212 1,000 <input checked="" type="checkbox"/> Reels: 00238214 1,000 <input checked="" type="checkbox"/> Reels: 00238204 1,000 <input checked="" type="checkbox"/> Reels: 00238203 1,000 <input checked="" type="checkbox"/> Reels: 00238205 1,000 <input checked="" type="checkbox"/> Reels: 00238200 1,000	60	7,000		
2	6,000 FT	A250-04URD50 250/3+3/0-1 URD AL 600V RUST <input checked="" type="checkbox"/> Reels: 00224957 1,000 <input checked="" type="checkbox"/> Reels: 00224956 1,000 <input checked="" type="checkbox"/> Reels: 00224958 1,000 <input checked="" type="checkbox"/> Reels: 00224982 1,000 <input checked="" type="checkbox"/> Reels: 00224960 1,000 <input checked="" type="checkbox"/> Reels: 00224959 1,000	60	6,000		

Material cannot be returned without first obtaining an R.M.A. number.

Rhonda M. Ryemon  
 Attorney At Law  
 15400 Knoll Trail, Suite 101, LB 25  
 Dallas, Texas 75248  
 (972) 661-1821 ext 301  
 (972) 661-8936 Facsimile

January 13, 2011

Via CMRRR 7007 2560 0000 5834 5538 and Regular US Mail

Mr. Richard P. Linnell, President  
 B & B Electrical  
 2737 Browning Drive  
 Lake Orion, MI 48360

Via CMRRR 7007 2560 0000 5834 5545 and Regular US Mail

Mr. Peter Leeb, President  
 Kingwire  
 2500 Commonwealth  
 North Chicago, IL 60064

Re: Hodgson Venture, LTD.; DTPA Demand Letter; Wire Reels: 00238200, 00238203, 00238204, 00238205, 00238212, 00238213, and 00238214.

Dear Mr. Linnell:

I represent Hodgson Ventures, LTD., who has retained me to assert a claim against you for violations of the Texas Deceptive Trade Practices Act (DTPA), Texas Business & Commerce Code section 17.41 et seq. This letter is notice of my client's claim and attempt to resolve this matter without litigation.

My client purchased 7,000 Ft - Wire - McPherson 4/0-4/0-4/0-2 Quadplex URD, USE Aluminum from B&B Electrical after speaking with Mr. Linnell concerning its electrical needs for its RV Park. The discussions covered the use, type and amount of wire needed for the RV Park. Based on your representations and recommendations my client purchased the direct burial wire from you and my client forwarded the down payment directly to your supplier Kingwire.

The direct burial wire is defective, whenever there is a heavy rain, within a day or two, the wire blows out severing the connections and severing the electricity to the pedestals, which in turn, severs the power to the RV Park residents hooked up to that pedestal. Not only is this a huge expense for my client it has created a safety issue for the residents. The residents are left with no electricity and no way to keep their homes heated or air-conditioned, especially during extreme weather conditions. Winter temperatures are as low as the twenty's and summer temperature are as high as 100 degrees for weeks.

The damaged wire must be located, dug up and replaced. Once the wire is located it is inspected and each time the wire appears to have blown up. This has happened on numerous occasions. The wire does not conform to the warranties and representations made by B&B Electrical and the applicable warranties have been breached.

EXHIBIT

B

It is my contention that B&B Electric and Kingwire provided my client with wire that is defective for direct burial use in my client's RV Park and their failure constitutes a breach of the express and implied warranties covering the sale of goods and is a violation of the DPTA and the UCC. Further it is a breach of contract.

Based upon the information now available to us. And for purposes of this notice letter, my client has suffered the following damages:

- A. Cost of repair;
- B. Diminished value of the RV Park;
- C. Out of pocket expenses, and;
- D. Attorney's fees.

Of course, we reserve the right to adjust these elements to conform to the information and additional evidence that will be available to us at the time of trial should litigation be necessary.

The purpose of this letter is to encourage you to resolve my client's claim in a fair and equitable manner without the need for further legal action. In the event you fail to take advantage of this opportunity, I will have no alternative but to recommend to my client that a lawsuit be filed against you under the Deceptive Trade Practices- Consumer Protection Act. In this lawsuit, rather than seeking only the amount of compensation we are asking of you at this time, we will seek to recover the full measure of damages to which my client is legally entitled and as well as our client's expenses and attorney's fees as allowed by law.

Therefore, we request that you remit payment in the amount of \$175,000.00. This sum includes my client's economic damages, attorney fees, and expenses. If this sum is not paid within 60 days of receipt of this notice, suit will be filed against you.

A copy of this letter is being sent to the supplier, Kingwire who, in our opinion, is subject to the same claims and defenses our client has against you. Thank you for your attention to this letter. I look forward to hearing from you soon.

Very truly yours,



Rhonda M. Ryemon



**900 North Michigan Avenue  
Chicago, Illinois 60611-1584  
312-915-2242**

**FAX COVER SHEET**

**Date: May 26, 2011**

**To: Hartford Fire Insurance / Hartford From: Craig Gilmour  
Insurance Group**

**GL Claims**

**Phone: 312-915-2242**

**Fax:  
1-800-347-8197**

**Fax: 312-577-0725**

**RE: KWI, LLC  
DOL: 5/18/2008  
Policy Number 83UENRZ8491 03/31/2008 09  
Plaintiff: Hodgson Ventures - Suit**

**Number of pages including coverage sheet: 13**

**Please have the adjuster contact the insured. The insured can answer any questions on the details of this claim. There is an answer date pending on the suit for June 13 2011. Thank you**

  
Craig Gilmour  
Senior Claims Specialist  
JMB Insurance  
cgilmour@jmbins.com

**Confidentiality Notice: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.**

ACORD GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM								DATE 5-26-11	
PRODUCER	PHONE (A/C, No, Ext) (312) 915-2200	NOTICE OF OCCURRENCE	DATE OF OCCURRENCE AND TIME 5-18-08		AM	DATE OF CLAIM	PREVIOUSLY REPORTED		
JMB Insurance Agency, Inc. 900 N. Michigan Avenue, Suite Chicago IL 60611		NOTICE OF CLAIM	5-18-08		PM		YES	NO	
		EFFECTIVE DATE 3-31-08	EXPIRATION DATE 3-31-09	X OCCURRENCE		POLICY TYPE CLAIMS MADE RETROACTIVE DATE			
		COMPANY HARTFORD FIRE INS CO	NAIC CODE			MISCELLANEOUS INFO (SHP & location code)			
CODE	SUB CODE:	POLICY NUMBER 83UENRZ 8491				REFERENCE NUMBER			
INSURED		CONTACT		X CONTACT INSURED					
NAME AND ADDRESS KWI, LLC 2500 COMMONWEALTH NORTH CHICAGO, IL 60064		NAME AND ADDRESS Gregory O'Connell goconnell@kingwinginc.com				WHERE TO CONTACT			
RESIDENCE PHONE (A/C, No) 224 321 5811		BUSINESS PHONE (A/C, No, Ext) 224 321 5811		RESIDENCE PHONE (A/C, No)		BUSINESS PHONE (A/C, No, Ext) 224 321 5811			
OCCURRENCE									
LOCATION OF OCCURRENCE (Include city & state) KWI 2500 COMMONWEALTH N CHICAGO IL		AUTHORITY CONTACTED							
DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary) PLAINTIFF ALLEGES DECEPTIVE PRACTICES, BREACH OF CONTRACT, BREACH OF WARRANTY									
POLICY INFORMATION									
COVERAGE PART OR FORMS (Insert form # and edition date)		GENERAL AGGREGATE PROD/COMP OR AGG		PER \$ & ADV INJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE	PD DI
UMBRELLA/ EXCESS	UMBRELLA	EXCESS	CARRIER	LIMITS:		ACCR	PER CLAIM/OCC	SIR VCD	
TYPE OF LIABILITY									
PREMISES: INSURED IS OWNER		TENANT		OTHER:		TYPE OF PREMISES			
OWNER'S NAME & ADDRESS (If not insured)						OWNER'S PHONE (A/C, No, Ext)			
PRODUCTS: INSURED IS MANUFACTURER		VENDOR		OTHER:		TYPE OF PRODUCT			
MANUFACTURER'S NAME & ADDRESS (If not insured)						MANUFACT PHONE (A/C, No, Ext)			
WHERE CAN PRODUCT BE SEEN?									
OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (Explain)									
INJURED/PROPERTY DAMAGED									
NAME & ADDRESS (Injured/Owner)		HODSON VENTURES, DENTON COUNTY TX				PHONE (A/C, No, Ext)			
AGE	SEX	OCCUPATION	EMPLOYER'S NAME & ADDRESS			PHONE (A/C, No, Ext)			
DESCRIBE INJURY			WHERE TAKEN	WHAT WAS INJURED DOING?					
DESCRIBE PROPERTY (Type, model, etc)	Faulty wire/Cable		ESTIMATE AMOUNT	WHERE CAN PROPERTY BE SEEN?		WHEN CAN PROPERTY BE SEEN?			
WITNESSES									
NAME & ADDRESS				BUSINESS PHONE (A/C, No, Ext)			RESIDENCE PHONE (A/C, No)		
REMARKS Answer to suit is due 6-13-11									
REPORTED BY KWI LLC	REPORTED TO C. Gilmore	SIGNATURE OF INSURED			SIGNATURE OF PRODUCER				

**CITATION – Personal Service: TRC 99 and 106****THE STATE OF TEXAS****COUNTY OF DENTON**

CAUSE NO. 2011-10315-16

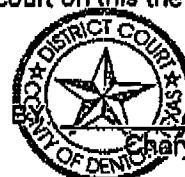
TO: KWI, LLC d/b/a KWI Kingwire LLC, a/k/a Kingwire, by serving its registered agent, Corporation Service Company dba CSC-Lawyers Incorporating Service Company, at 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701 ; (or wherever he/she may be found)

Notice to defendant: You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the first Monday following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Court:	16th Judicial District Court 1450 E. McKinney, 3rd Floor, Denton, TX 76209	RECEIVED THIS <u>MAY 23 2011</u> DAY OF <u>2011</u>
Cause No.:	2011-10315-16	BRUCE ELFANT
Date of Filing:	May 12, 2011	CONSTABLE / PREC. 5, TRAVIS COUNTY, TEXAS
Document:	Plaintiff's Original Petition	DEPUTY
Parties in Suit:	Hodgson Ventures, Ltd.; B & B Electrical, Inc. d/b/a B&B Electrical; KWI, LLC d/b/a KWI Kingwire LLC a/k/a Kingwire	
Clerk:	Sherri Adelstein, District Clerk 1450 E. McKinney, Suite 1200, Denton, TX 76209	
Party or Party's Attorney:	Rhonda M. Ryemon 15400 Knoll Trail, Suite 101, LB 25, Dallas, Texas 75248	

Issued under my hand and seal of this said court on this the 12th day of May, 2011.

Sherri Adelstein, District Clerk  
Denton, Denton County, Texas



*Charlyn Welter*, Deputy

**Service Return**

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ m., and executed on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ M by delivering to the within named

\_\_\_\_\_ in person a true copy of this citation, with attached copy(ies)  
of the Plaintiff's Original Petition, at \_\_\_\_\_

Service Fee: \$ \_\_\_\_\_

**BRUCE ELFANT**  
CONSTABLE / PREC. 5, TRAVIS COUNTY, TEXAS  
County, Texas

Service ID No. \_\_\_\_\_

Deputy/Authorized Person

**VERIFICATION**

On this day personally appeared \_\_\_\_\_ known to me to be the  
person whose name is subscribed on the foregoing instrument and who has stated: upon penalty of perjury, I attest that the  
foregoing instrument has been executed by me in this cause pursuant to the Texas Rules of Civil Procedure. I am over the  
age of eighteen years and I am not a party to or interested in the outcome of this suit, and have been authorized by the Denton  
County Courts to serve process.

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Notary Public



Filed  
11 June 10 A11:41  
Sherri Adelstein  
District Clerk  
Denton District

**CAUSE NO. 2011-10315-16**

HODGSON VENTURES, LTD., § IN THE DISTRICT COURT  
Plaintiff, §  
vs. §  
B & B ELECTRICAL, INC. d/b/a § DENTON COUNTY, TEXAS  
B&B ELECTRICAL AND §  
KWI, LLC d/b/a KWI KINGWIRE §  
LLC a/k/a KINGWARE, §  
Defendants. § 16<sup>TH</sup> JUDICIAL DISTRICT

**DEFENDANT KWI, LLC d/b/a KWI KINGWIRE, LLC,**  
**a/k/a KINGWIRE'S ORIGINAL ANSWER**

COMES NOW, Defendant, KWI, LLC d/b/a KWI Kingwire, LLC, a/k/a Kingwire ("KWI"), in the above entitled and numbered cause, and files this, its Original Answer in reply to Plaintiff's Original Petition, and for such would respectfully show the Court as follows:

I.

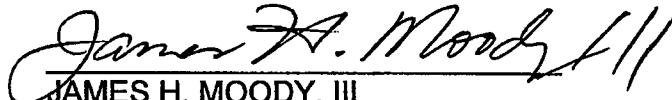
**General Denial**

KWI denies all and singular the allegations contained in Plaintiff's Original Petition and demands strict proof thereof.

WHEREFORE, PREMISES CONSIDERED, Defendant KWI, LLC d/b/a KWI Kingwire, LLC, a/k/a Kingwire prays that Plaintiff take nothing by this suit, and that Defendant KWI, LLC d/b/a KWI Kingwire, LLC, a/k/a Kingwire goes hence and recover costs in its behalf expended.



Respectfully submitted,



JAMES H. MOODY, III  
Texas Bar No. 14307400  
hmoody@qsclpc.com

**QUILLING, SELANDER, LOWNDS,  
WINSLETT & MOSER, P.C.**  
2001 Bryan Street, Suite 1800  
Dallas, Texas 75201  
(214) 871-2100 (Telephone)  
(214) 871-2111 (Telecopy)

**ATTORNEY FOR DEFENDANT  
KWI, LLC d/b/a KWI KINGWIRE LLC  
a/k/a KINGWIRE**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this Original Answer has been furnished to all counsel of record, via facsimile, in accordance with the Texas Rules of Civil Procedure, this 10<sup>th</sup> day of June, 2011.



JAMES H. MOODY, III

CAUSE NO. 2011-10316-16

HODGSON VENTURES, LTD.,

§

IN THE DISTRICT COURT

Plaintiff,

§

v.

§

16<sup>TH</sup> DISTRICT COURT

B&B ELECTRICAL, INC. d/b/a  
B&B ELECTRICAL AND KWI, LLC  
d/b/a KWI KINGWIRE, LLC a/k/a  
KINGWIRE,

§

Defendants.

§

DENTON COUNTY, TEXAS

**DEFENDANT B&B ELECTRICAL, INC.'S ORIGINAL ANSWER AND SPECIAL EXCEPTIONS**

TO THE HONORABLE COURT:

Defendant B&B Electrical, Inc. d/b/a B&B Electrical ("B&B") files its Original Answer and Special Exceptions to the Original Petition ("Plaintiff's Petition") filed by Plaintiff Hodgson Ventures, Ltd. ("Plaintiff"), and would respectfully show the Court as follows:

1.

**GENERAL DENIAL**

Pursuant to Tex. R. Civ. P. 92, B&B enters a general denial, denying generally, each and every, all and singular, of the allegations contained in Plaintiff's Petition, and demanding strict proof thereof.

2.

**AFFIRMATIVE DEFENSES**

Pleading further, if same be necessary, pursuant to Texas Rule of Civil Procedure 94, B&B asserts that Plaintiff's damages, if any, were due to the acts of third parties, including but not limited to the other named defendant in this case, third parties who have not been sued

**DEFENDANT B&B ELECTRICAL, INC.'S ORIGINAL ANSWER AND SPECIAL EXCEPTIONS - Page 1**



herein, and/or the contributory negligence of Plaintiff and/or Plaintiff's agents. The alleged damage, if any, described in Plaintiff's Petition occurred during the installation of the electrical wiring at issue and B&B was not involved in the installation or manufacture of the wiring and was not present on Plaintiff's property during installation.

Pleading further, if same be necessary, pursuant to Texas Rule of Civil Procedure 94, B&B asserts that if Plaintiff sustained any damages, such damages were caused solely or to a great degree by the acts and omissions of others over whom B&B had no supervision or control and those acts and omissions were the proximate and/or producing cause of the damage in question.

Pleading further, if same be necessary, pursuant to Texas Rule of Civil Procedure 94, B&B asserts that Plaintiff's recovery is barred by assumption of the risk.

Pleading further, if same be necessary, pursuant to Texas Rule of Civil Procedure 94, B&B asserts that Plaintiff's recovery is barred by release.

3.

**SPECIAL EXCEPTIONS**

Pursuant to Rules 90 and 91 of the Texas Rules of Civil Procedure, B&B specially excepts to the allegations in Plaintiff's Petition as follows.

B&B specially excepts to the Plaintiff's allegations of DTPA, breach of contract and breach of warranty in that Plaintiff has not provided fair notice to B&B regarding what acts and omissions of B&B's representatives gave rise to liability on the part of B&B for the claims pleaded. B&B was merely the distributor of the electrical wiring in question and did not manufacture the wiring nor install it at Plaintiff's property. The factual allegations against B&B are vague, ambiguous, and indefinite, and fail to specify the acts of breach of contract, breach of

warranty and DTPA against B&B. B&B requests that its special exceptions be sustained and Plaintiff be ordered to replead with specificity.

4.

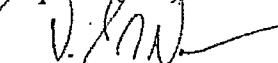
**REQUEST FOR DISCLOSURE**

Pursuant to Tex.R.Civ.P. 194, B&B serves this request for disclosure upon Plaintiff, requesting the information set forth in Rule 194.

WHEREFORE, PREMISES CONSIDERED, Defendant B&B Electrical, Inc. d/b/a B&B Electrical prays that Plaintiff take nothing on its claims, and for such other and further relief to which B&B may show itself justly entitled.

Respectfully submitted,

NESBITT, VASSAR, MCCOWN & RODEN, L.L.P.  
15851 Dallas Parkway, Suite 800  
Addison, Texas 75001  
(972) 371-2411  
Telecopier - (972) 371-2410

By: 

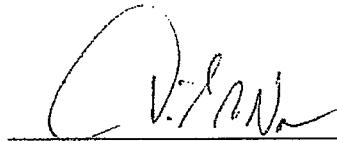
Earl S. Nesbitt  
State Bar No. 14916900  
David S. Vassar  
State Bar No. 20503175

ATTORNEYS FOR DEFENDANT B&B  
ELECTRICAL, INC. d/b/a B&B ELECTRICAL

**CERTIFICATE OF SERVICE**

This is to certify that on the 9<sup>th</sup> day of June, 2011, a true and correct copy of the foregoing was forwarded to the following:

Via Certified Mail  
Rhonda M. Ryemon  
15400 Knoll Trail  
Suite 101, LB25  
Dallas, Texas 75248



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David S. Vassar